

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

**The Douglas Company**  
1716 Perrysburg-Holland Road  
Holland, OH 43528,

Plaintiff,

vs.

**SHI-II Warwick, LLC**  
c/o CT Corporation System  
450 Veterans Memorial Parkway  
Suite 7A  
East Providence, RI 02914,

Defendant.

*	Case No.
*	
*	Judge
*	
*	<b>PLAINTIFF'S COMPLAINT FOR</b>
*	<b>BREACH OF CONTRACT WITH JURY</b>
*	<b>DEMAND</b>
*	
*	
*	J. Mark Trimble (0046515)
*	Rohrbachers Cron Manahan
*	Trimble & Zimmerman Co., L.P.A.
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*	Toledo, Ohio 43604-1243
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*	Attorney for Plaintiff
*	

**NOW COMES** the Plaintiff The Douglas Company ("Plaintiff"), by and through their counsel, Rohrbachers Cron Manahan Trimble & Zimmerman Co., L.P.A., and for its Complaint against Defendant SHI-II Warwick, LLC ("Defendant") states as follows:

**PARTIES**

1. Plaintiff is an Ohio corporation with its principal place of business at 1716 Perrysburg-Holland Road, Holland, Lucas County, Ohio 43528.

2. Defendant is a Rhode Island limited liability company with a registered agent located at 450 Veterans Memorial Parkway, Suite 7A, East Providence, Rhode Island 02914.

### **JURISDICTION AND VENUE**

3. Jurisdiction is based upon 28 U.S.C. 1332 because there is a complete diversity of citizenship between the parties, and the amount in controversy exceeds the sum of seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs.

4. Venue is proper in this District pursuant to 28 U.S.C. Section 1391(b)(2) as Defendant transacted business in the State of Ohio and the parties actively negotiated the terms and conditions of the contract in the State of Ohio.

### **COUNT ONE – BREACH OF CONTRACT**

5. Plaintiff incorporates, as if fully rewritten herein, the allegations contained in paragraphs 1 through 4 of its Complaint.

6. On or about November 25, 2015, Plaintiff and Defendant entered into a Contract whereby Plaintiff was to serve as the General Contractor on Tollgate Access Road project in Warwick, RI. A copy of said Contract is attached hereto as Exhibit “A.”

7. The Contract price was Eight Hundred Eighty-One Thousand, Nine Hundred Ninety-Two Dollars (\$881,992.00).

8. Subsequent to the execution of the Contract, Plaintiff performed each of its obligations thereunder, but Defendant has failed and refused to pay in full for Plaintiff’s services pursuant to the Contract.

9. Defendant breached the Contract by failing to pay Plaintiff in full for the services performed by Plaintiff pursuant to the Contract.

10. As a direct and proximate result of Defendant's breach of contract, Plaintiff has been damaged in the amount of \$138,704.20, plus interest.

**WHEREFORE**, Plaintiff, The Douglas Company, demands judgment as follows:

(A) As to Count One, judgment against Defendant in the amount of \$138,704.20, plus interest;

(B) Any and all other legal and equitable relief to which Plaintiff may be entitled.

Respectfully submitted,

/s/ J. Mark Trimble  
By: J. Mark Trimble  
Attorney for Plaintiff

**DEMAND FOR JURY TRIAL**

**NOW COME** the Plaintiff, by and through their attorney, Rohrbachers Cron Manahan Trimble & Zimmerman Co., L.P.A., and hereby demands a trial by jury of the above-captioned matter.

/s/ J. Mark Trimble  
By: J. Mark Trimble  
Attorney for Plaintiff